

EXHIBIT 8

Page 1

1 ROY THOMAS

2 UNITED STATES DISTRICT COURT
3 SOUTHERN DISTRICT OF NEW YORK

4 GARY FRIEDRICH ENTERPRISES, LLC, et al.,

5 Plaintiffs,

6 vs. Civil Action No.
7 08-CV-01533 (BSJ) (JCF)

8 MARVEL ENTERPRISES, INC., et al.,

9 Defendants.

10 - - -

11 Videotaped deposition of ROY THOMAS,
12 taken on behalf of Plaintiffs, before Rita A.
13 DeRouen, Registered Professional Reporter and
14 Notary Public, at the Radisson Hotel, 2100 Bush
15 River Road, Board Room, Columbia, South Carolina,
16 on the 12th day of April, 2011, commencing at
17 9:04 a.m.

18
19 **CERTIFIED
COPY**

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25 TSG Job # 37617

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1 ROY THOMAS

2 APPEARANCES OF COUNSEL:

3 On Behalf of the Plaintiffs:

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18 On Behalf of the Defendants:

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20 Paul Hastings Janofsky & Walker

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23 New York, New York 10022

24

25

26 Also Present: Donald Graves, CLVS
27 Eli Bard, Marvel Entertainment

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1 ROY THOMAS

2 Q. Do -- do you know what the actual
3 formal company name was of the company that you
4 joined back in 1965?

5 A. I was given to -- understood it was
6 Magazine Management, which is a name I had not
7 heard before. That was the parent company, Marvel
8 Comics was sort of a division of it.

9 Q. And, when you first joined the Marvel
10 Comics operations of Magazine Management, what was
11 your -- what was your job?

12 A. I was hired as officially a staff
13 writer, was the official position at first.

14 Q. And how long did you remain a staff
15 writer?

16 A. I don't know. Really just a couple
17 of months because it quickly metamorphosed into
18 the job of being like an editorial assistant
19 without much of a real title. The duties didn't
20 change much, it just became the editorial
21 assistant, and I did my writing freelance.

22 Q. When you say you did your writing
23 freelance, you're talking about writing for some
24 comics?

25 A. Yes.

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2 Q. And, by freelance, you mean it wasn't
3 part of your normal job and you did it on the
4 side?

5 A. Yes, after those first two or three
6 months, where much of what I did was on staff, and
7 after that it was freelance.

8 Q. And when you did your freelance
9 writing, you did that on your own time?

10 A. Yes.

11 Q. Do you know who owned Magazine
12 Management at the time?

13 A. He may have had some family members
14 who had a piece, but mainly I understood it was
15 Martin Goodman.

16 Q. And, to the best of your
17 understanding, Mr. Goodman owned Magazine
18 Management either by himself or with other family
19 members --

20 A. Uh-huh.

21 Q. -- correct?

22 A. Yes.

23 Q. When you were doing freelance writing
24 back in that period of time, in the, say, mid
25 1960s, where would you get your writing

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1 ROY THOMAS

2 assignments?

3 A. Basically from Stan Lee, the -- the
4 editor. Sometimes they came through the
5 production manager, Sol Brodsky.

6 Q. And they would basically tell you
7 what they wanted you to write and then you would
8 go out and put something together?

9 MS. KLEINICK: Objection.

10 THE WITNESS: Stan would assign me to
11 write something, either a plot or just to dialogue
12 a story that had already -- to add dialogue to a
13 story that had perhaps already been drawn,
14 whatever -- whatever was needed.

15 BY MR. KRAMER:

16 Q. Do you know if Martin Goodman ever
17 sold Magazine Management?

18 A. Yes, my understanding is that he --
19 he did or -- in the late '60s, '68 or '69,
20 something like that.

21 Q. Do you know who he sold it to?

22 A. The company name that I recall was
23 Perfect Film and Chemical. It soon evolved, I
24 think, to Cadence or something, but I don't know
25 exactly how or why.

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1 ROY THOMAS

2 C E R T I F I C A T E

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5 SOUTH CAROLINA:

6 RICHLAND COUNTY:

7

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9 I hereby certify that the foregoing
10 deposition was reported, as stated in the caption,
11 and the questions and answers thereto were reduced
12 to that written page under my direction; that the
13 foregoing pages 1 through 168 represent a true and
14 correct transcript of the evidence given. I
15 further certify that I am not in any way
16 financially interested in the result of said case.

17 Pursuant to Rules and Regulations of
18 the Board of Court Reporting of the Judicial
19 Council of South Carolina, I make the following
20 disclosure:

21 I am a South Carolina Court
22 Reporter. I am here as an independent contractor
23 for TSG Reporting.

24 I was contacted by the offices of
25 TSG Reporting to provide court reporting services

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1 ROY THOMAS

2 for this deposition. I will not be taking this
3 deposition under any contract that is prohibited
4 by O.C.S.C.A. 15-14-7 (a) or (b).

5 I have no written contract to
6 provide reporting services with any party to the
7 case, any counsel in the case, or any reporter or
8 reporting agency from whom a referral might have
9 been made to cover this meeting. I will charge
10 my usual and customary rates to all parties in the
11 case.

12 This, the 15th day of April, 2011.



13

14 RITA A. DEROUEN

15 My Commission Expires

16

17 August 12, 2019

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